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Title: **Maine-Endwell Central School District and Maine-Endwell Maintenance and Custodial Association (2014) (MOA)**

Employer Name: **Maine-Endwell Central School District**

Union: **Maine-Endwell Maintenance and Custodial Association**

Local:

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AGREEMENT

Between The

SUPERINTENDENT OF SCHOOLS

Of The

**MAINE-ENDWELL CENTRAL
SCHOOL DISTRICT**

And The

**MAINE-ENDWELL
MAINTENANCE & CUSTODIAL
ASSOCIATION**



July 1, 2014 through June 30, 2017

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<p style="text-align: center;">CONTRACT DEFINITIONS AND PROCEDURES</p>

ARTICLE I - DURATION

This Agreement shall be effective as of July 1, 2014 and shall continue in effect through June 30, 2017.

ARTICLE II - RECOGNITION

- A. The District recognizes the Association as the exclusive bargaining agent for the Maintenance and Custodial unit of the Maine-Endwell Central School District. Any challenges to such recognition shall be in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.
- B. The District agrees not to negotiate with any employee, group or organization other than the Association in regard to wages, hours and terms or conditions of employment of employees in the unit represented by the Association.
- C. The negotiating unit is the group of employees of the Maine-Endwell Central School District represented by the "Association" and consisting of regular full-time and regular part-time Maintenance and Custodial employees including: Custodian, Head Custodian, Maintenance Man, Head Maintenance Man, Athletic Equipment Manager, Cleaner, and General Mechanic.

ARTICLE III - SAVINGS CLAUSE

- A. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force or effect.

ARTICLE IV - STATUTORY NOTICE

- A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE V - ZIPPER CLAUSE

- A. This Agreement constitutes the full and complete commitment between both parties with respect to items negotiated.

EMPLOYMENT PRACTICES

ARTICLE VI - DIFFERENTIAL AND OVERTIME

A. Differential

1. When employees are assigned to work a full shift between the hours of 3:00 p.m. and 11:00 p.m. on weekdays, or a full day on Saturday, or on Sunday then they shall be paid for an eight (8) hour day, which shall include a one-half (1/2) hour duty free paid lunch. A workweek shall begin on Monday. When an employee who normally works a full shift (8 hours) between the hours of 3:00 p.m. and 11:00 p.m. is temporarily assigned a different full shift (8 hours), he/she will be paid for an eight (8) hour day, which shall include a one-half (1/2) hour duty free paid lunch.

B. Overtime will be paid at the rate of:

1. One and one-half (1 ½) times the hourly base rate for time assigned on Saturday beyond the regularly scheduled forty (40) hour week. Two (2) times the hourly base rate for time assigned on Sunday beyond the regularly scheduled forty (40) hour week.
2. Two (2) times the hourly base rate for all work assigned on a paid holiday. In addition, the employee shall be paid for the holiday at the regular rate.
3. The minimum assignment for a day in which the employee is not scheduled to work shall be two (2) hours.

4. When overtime compensation exceeds three hundred dollars (\$300) it will be paid to employees in a separate check.

C. Overtime Distribution

1. The District shall allow employees in each building to indicate their willingness to be placed on a voluntary overtime distribution list. Employees who elect to have their names placed on the voluntary overtime distribution list will be the first to be afforded overtime opportunities. The overtime opportunities will be provided on a rotating basis. Assignments will be made in alphabetical (last name) order.
2. In the event that all employees in an overtime group (building) refuse the overtime offered, the District will be free to offer the overtime to other interested bargaining unit members. The District will maintain a District-wide voluntary overtime distribution list. Selection for such overtime assignments will be made on a rotating basis from this list. Assignments will be made in alphabetical (last name) order. Bargaining unit members interested in District-wide voluntary overtime opportunities will be required to notify the Director of Auxiliary Services of their desire to be placed on or removed from this list. Notification of such opportunities and a showing of interest in the same will be done by e-mail.
3. In the event that all employees in an overtime group (building) refuse the overtime offered, and volunteers are not found from the District-wide voluntary overtime distribution list, the District, at its election, may assign the overtime to an existing employee. The distribution of mandatory overtime will be done on a rotating basis. Assignments will be made in alphabetical (last name) order. Head custodians will not be exempt from this provision.
4. The record-keeping for the purposes of this section will be maintained by the District under the auspices of the Director of Auxiliary Services.
5. The terms of this section of the Agreement shall not be applicable to overtime which requires particular qualifications on the part of the employee, e.g., asbestos certification or some other specific job skill.

ARTICLE VII – SCHOOL CLOSINGS AND DELAYED OPENINGS

- A. In the event schools are closed or the opening of schools is delayed due to inclement weather, the following rules for payment of employees shall apply:
1. In the event schools are closed for the day, custodial and maintenance workers shall be allowed up to two (2) hours delayed time getting to work, such time shall be made up within the same payroll period or deducted from the employee's salary.
 2. In the event the opening of schools is delayed for up to two (2) hours, custodian and maintenance workers are to report for work at their regular times.
 3. In the event of an emergency or natural disaster (not a state of emergency), employees shall report to work. An employee who is directed by a supervisor not to report to work shall not be deducted in pay. Where a state of emergency is declared, employees must still report to work, but will be paid at double their regular rate of pay.

ARTICLE VIII – VACANCIES AND PROMOTIONS

- A. All original job vacancies in the non-instructional units shall be posted in each building. Notices of such vacancies shall be sent to each Head Custodian and the Head Maintenance person for posting. An appointment shall not be made until after the application deadline.
- B. Employees who desire a reassignment or transfer may file a written request to the Personnel Administrator through the Building Principal(s). Such statement shall include the school(s) to which s(he) desires to be transferred in order of preference.
- C. If an employee is transferred or promoted to a supervisory position within the unit, he/she shall receive; the starting salary for the position (with up to three [3] years of applicable job related experience or work experience within the unit), or a salary increase of one thousand dollars (\$1,000), as of the date of transfer, whichever is larger.
- D. On or before September 1 of each school year, and whenever there is a change, the Association shall advise the District, in writing, who are the Association's Officers and who is its designee for the purpose of Vacancy Notices, if other than the President.

<p style="text-align: center;">RIGHTS AND RESPONSIBILITIES</p>

ARTICLE IX - ASSOCIATION DAYS

- A. The duly elected delegate(s) to the NYSUT Representative Assembly shall be allowed to attend the convention for one (1) day without loss of pay or leave time.

ARTICLE X - DUES DEDUCTION

- A. Procedures

The District agrees that when:

1. The individual employee has voluntarily authorized the District, in writing, to deduct dues and transmit monies to the Association Treasurer for the Association and other professional organizations affiliated with the Association through a "unified dues arrangement," and
2. The District and Association recognize that the negotiation and administration of collective agreements and related activities entail expenses that are appropriately shared by all employees covered by such agreements. They further recognize that the Association by reason of its status as the "exclusive representative" of all employees in the negotiating unit is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association, and
3. The Association has, thirty (30) days prior to the deduction, certified in writing to the District the current rate of membership dues.

The District shall then:

4. Deduct authorized dues from the salaries of Association unit members in twenty-six (26) bi-weekly installments beginning on a mutually agreed upon date.

5. Deduct the agency fee provided for in Section 2 of this Article made, consistent with the dues deduction schedule of this Agreement or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.
 6. Transmit all deducted dues to the Association Treasurer as deducted.
 7. Provide dues deductions or additional Association unit members when signed deduction cards are presented to the District in time to process dues deductions during the normal deduction period. Mutual arrangements shall be made between the District and Association as to the method for such deductions within the normal dues deduction period.
- B. The District and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of the Article.

The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid contract provision by reason of any actions or suits brought against the District by any employee in this unit.

This contract provision will terminate on June 30, 2014, notwithstanding the provisions of any statute, rule, law to the contrary in effect now or during the term of the contract. The Association agrees not to seek recovery from the District for loss which might be suffered because of the acts or omissions of the District (unless such acts or omissions were willful).

ARTICLE XI - CONTRACT VIOLATION / REDRESS

A. Definition

1. "Grievance" as used in this Agreement is limited to a complaint or request of an employee(s) or the Association, which involved the interpretation or application of or compliance with, the written provisions of this Agreement.
2. "Days" shall mean school days as designated on the current school calendar.

3. "Administrator" shall mean Building Principal, or Plant Operations Supervisor, whichever the case may be.
4. "Grievant" is defined as an employee, group of employees, or the Association.

B. Procedure

Level 1 – Informal Meeting

Grievance will first be discussed with the aggrieved person's Administrator, at which time the aggrieved employee may:

- a. Discuss the grievance personally; or
- b. Request the Association Representative to accompany the aggrieved employee; or
- c. Request the Association Representative to act in the aggrieved employee's behalf.

Failure to present a grievance within fifteen (15) days after the occurrence of the claimed grievable event or of the aggrieved person's first knowledge of that event shall result in a waiver of the right to file a grievance.

Five (5) days after the presentation of the grievance to the Administrator, the Administrator shall make a decision and communicate the decision and reasons therefore in writing to the employee presenting the grievance, to the Association, and to the Personnel Administrator.

Level 2 – Superintendent's Review

If the aggrieved employee is not satisfied with the decision arrived at under Level 1, the grievant may within five (5) days file with the Personnel Administrator an appeal in writing, on a form supplied by the District, requesting the Superintendent to review the matter. Such appeal shall include, among other things, a summary of the grievance and a statement of why the determination of Level 1 was unsatisfactory.

The Superintendent, or his/her designee shall meet with the aggrieved employee and the aggrieved employee's Representative (if the aggrieved employee desires a Representative) at a reasonable time and place designated by the Superintendent within five (5) days after the presentation of the appropriate appeal documents to the Personnel Administrator.

Within five (5) days after such a meeting or meetings, the Superintendent, or his/her designee shall make a decision in writing, setting forth conclusions with respect to the grievance. A copy of such decision shall be given to the aggrieved employee and the Association.

Level 3 - CPLR, Article 78

If the aggrieved employee is not satisfied with the disposition of the grievance at Level 2, the grievant may commence a proceeding to review a claimed violation by the Supreme Court of New York State under a proceeding under CPLR, Article 78. The District waives any required notice specified by Education Law 3813.

ARTICLE XII - MANAGEMENT RIGHTS

- A. The District retains the exclusive right to manage its educational operation and facilities, except as limited by this Agreement or by law.

<p style="text-align: center;">COMPENSATION AND BENEFITS</p>

ARTICLE XIII - INSURANCES

- A. Health Insurance (Active Employees)

1. The District agrees to provide a health insurance plan to eligible employees in either the Central New York Region-wide Blue Cross/Blue Shield Plan or any other Health Insurance Plan mutually agreed upon by the District and Association. The following cost sharing provisions shall apply:

2014-2015 Unit members' health care insurance contribution will be:

- Individual Plan - The lesser of seven percent (7%) of the cost of an individual plan or five hundred thirty dollars (\$530)
- Family Plan - The lesser of seven percent (7%) of the cost of a family plan or one thousand three hundred twenty-eight dollars (\$1,328)

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2015-2016 Unit members' health care insurance contribution will be:

- Individual Plan - The lesser of eight percent (8%) of the cost of an individual plan or six hundred sixty-four dollars (\$664)
- Family Plan - The lesser of eight percent (8%) of the cost of a family plan or one thousand six hundred forty-eight dollars (\$1,648)

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

2016-2017 Unit members' health care insurance contribution will be:

- Individual Plan - The lesser of nine percent (9%) of the cost of an individual plan or seven hundred seventy-five dollars (\$775)
- Family Plan - The lesser of nine percent (9%) of the cost of a family plan or one thousand nine hundred fifty dollars (\$1,950)

Employer's health insurance contribution will equal:

The balance of the premium subsequent to the deduction of the employee's contribution as referenced in the paragraph(s) above.

Should the parties fail to reach a successor Agreement by the conclusion of the 2016-2017 school year, the health care cost sharing rate in effect until a successor Agreement is reached shall be the lesser of nine percent (9%) of the cost of a family plan or one thousand nine hundred fifty dollars (\$1,950) and/or the lesser of nine percent (9%) of the cost of an individual plan or seven hundred seventy-five dollars (\$775). Once a successor Agreement is reached, the language above shall sunset and the new contribution rate will equal the percentage negotiated by the parties.

The health reimbursement plan which is currently offered by the District to active unit members provides basic Blue Cross/Blue Shield prescription coverage, with copayments of \$5/\$10/\$27 (three-tier prescription plan) and a Major Medical deduction of seventy-five dollars (\$75) for individual and two hundred twenty-five dollars (\$225) for family plans. Reference is made to the Plan description booklet for a description of the benefits.

B. Health Insurance (Retirement Benefit)

1. Those individuals who have retired from the Maine-Endwell Central School District in order to receive retirement benefits from the New York State Employees' Retirement System on account of age and service and are receiving such benefits, shall be entitled to receive the same health cost reimbursement benefits as employees actively employed by the District. The District shall continue to provide such benefits without contribution on the part of the retiree in relation to any individual or family reimbursement plan for employees who retired prior to June 30, 2011.
2. Employees who retired from the Maine-Endwell Central School District after June 30, 2011 in order to receive retirement benefits from the New York State Employees' Retirement System on account of age and service and are receiving such benefits, shall be entitled to receive the same health cost reimbursement benefits as employees actively employed by the District. The contribution rate for employees who retire after June 30, 2011 will be the co-pay amount specified in the Collective Bargaining Agreement and in effect for active employees on the date in which they retired from the District. This co-pay amount or percentage rate will remain constant as long as they remain participants in the plan and will not change. (The contribution rates for individuals who retire during the 2014-2015, 2015-2016, and 2016-2017 school years will be defined pursuant to the terms and conditions of the attached MOA. This contribution sharing rate will not change for the duration of the former employees' retirement.)

The retired employee will pay one hundred percent (100%) of their portion of the contribution rate during retirement. Upon the death of a retiree, a spouse may continue to participate in the District health insurance plan, paying the full charge for an individual benefit plan.

3. The parties acknowledge the Collective Bargaining Agreement does not establish a specific health care plan for retirees. However, the District is required to provide eligible retirees with the same health cost reimbursement benefits and same health care benefits as unit members actively employed by the District.

Unit members who retire from the District and who are eligible to participate in the District provided health care reimbursement benefit plan may choose to opt out of the plan. Thereafter, those retired employees may opt back into the District provided health care reimbursement benefit plan (in either the individual or family plan) during the plans open enrollment at the same cost sharing rate they were eligible for at retirement.

The District is not required or responsible to make contribution to any governmental agency, such as the Social Security Administration on account of benefits that may be given or provided to a retiree. An example of such a contribution is payment toward or on account of Medicare Part B charges.

C. Health Insurance Buyout

The District shall pay each eligible employee, who elects not to participate in the Health Insurance Plan identified in this Article a fixed sum of money or prorated portion thereof, as follows:

- Employees hired prior to July 1, 2004 who opted out of the employer provided health insurance and who have continuously opted out shall be paid three thousand two hundred twenty-five dollars and seventy-two cents (\$3,225.72) each school year.
- Those hired on or after July 1, 2004 or those employees hired prior to July 1, 2004 who elect not to take health insurance (except as provided in the paragraph above) shall be paid one thousand six hundred dollars (\$1,600) each school year.

An employee who elects this alternative instead of participating in the health reimbursement plan shall inform the District in writing by the 15th day preceding the month they intend to participate.

~~An employee who elects this alternative to the health reimbursement plan shall receive the sum of money, or part thereof, on the last day of September, December, March and June for the months in which they elect this alternative.~~

An employee who later elects to participate in the health reimbursement plan shall inform the District in writing by the 15th day preceding the month they intend to participate. Payment of the fixed sum of money, or prorated portion thereof, shall cease upon electing to participate in the health reimbursement plan.

The District reserves the right to restrict the number of times an employee elects to participate in the health reimbursement plan or this alternative in any one year.

D. Vision Insurance

The District will provide bargaining unit members an opportunity to participate in the NYSUT Member Benefits Vision Plan offered by NYSUT Member Benefits. In as much as possible, bargaining unit members choosing to participate will have the full cost deducted from their pay checks in equal instalments similar to how deductions for other insurance benefits are made.

E. Dental Insurance

The District will pay on behalf of each eligible employee no more than twelve dollars and thirty-four cents (\$12.34) per month towards the Premium cost.

F. Flexible Benefit Plan

A Flexible Benefits Plan, as established by the rules of the Internal Revenue Service, as modified from time to time, shall be provided for eligible employees.

ARTICLE XIV - HOLIDAYS

- A. All employees shall receive twelve (12) paid holidays per year, which holidays will be determined at the time the school calendar is established. Holidays will be prorated for the employees working less than full-time.

ARTICLE XV - SAFETY COMMITTEE

- A. A Safety Committee shall be established consisting of at least three (3) Association members and up to three (3) members appointed by the District. ~~This committee will offer advisory recommendations to the District that are non-binding and are not subject to the Contract Violation/Redress procedure herein.~~

ARTICLE XVI - LEAVES OF ABSENCE

A. Definition

1. *Immediate Family* - Includes Mother, father, son, daughter, spouse, brother, sister, and step-children.

2. *Emergency Medical Attention* - Includes situations requiring immediate medical attention of an emergency nature.
3. *Non-Emergency Medical Attention* - Includes regularly scheduled medical appointments.

B. Sick Leave

Sick leave is paid leave for illness or emergency medical attention of an employee or an employee's immediate family, which would prevent the employee from carrying out normal duties.

In the first year of service, an employee shall earn twelve (12) days of sick leave, at the rate of one (1) day per month or major part of a month worked. (After the first fiscal year of service until the subsequent July 1, employees shall continue to earn sick leave on a prorated monthly basis.) After completion of the employee's first full fiscal year of service, twelve (12) days of sick leave shall be awarded annually on July 1.

An employee who is on extended sick leave must advise the District at least weekly and after each medical appointment of their medical condition and the prognosis for their return to work. The District reserves the right not to pay sick leave if the employee fails to abide by this provision.

The District may require proof of illness. Notice of accumulated sick leave shall be provided each employee.

C. Personal Business Leave

Personal business leave is paid leave for the conduct of personal business, including non-emergency medical attention, which cannot be conducted outside the school day or school year.

An employee shall be granted up to three (3) personal business leave days per year. An employee shall be entitled to carry over no more than two (2) personal business leave days, but in no event shall an employee be entitled to use more than five (5) personal business leave days in any one (1) school year. New employees' personal business leave days will be prorated on the basis of one (1) day per three (3) months or major part of month worked (maximum three [3] days) for employees entering the District during the school year. Any personal business leave days not used, or carried over, by July 1, shall be transferred to the employee's sick leave accumulation.

A minimum of one-quarter (1/4) day may be taken if coverage or a substitute is available for one-quarter (1/4) day.

All other personal business leave days must be taken in one-half (1/2) day increments.

To be eligible for personal business leave, the supervisor must certify in writing to the Superintendent that appropriate coverage is available.

The employee must apply in writing at least three (3) days in advance certifying that:

1. The personal business leave could not be conducted outside of the school day or school year.
2. No outside remuneration will be received.
3. The personal business leave will not be used for a vacation or holiday or to extend a vacation or holiday.
4. The personal business leave will not be used for recreational purposes.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

D. Bereavement Leave

Bereavement leave is paid leave for circumstances resulting from a death in the employee's immediate family or of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and step-parents

An employee shall be granted five (5) days per death. Further, the Superintendent may grant bereavement leave for circumstances resulting from a death of other than above based upon extenuating circumstances satisfactory to him. Such leave may be granted from one (1) to five (5) days based upon written request to the Superintendent and his approval prior to the leave. This time shall not be charged to sick leave and shall be non-cumulative.

E. Sick Bank

The Sick Bank provides extended sick leave which may be borrowed from the District upon the exhaustion of the employee's sick leave accumulation. This may only be used for the personal illness or the personal emergency medical attention of the employee. A maximum of two hundred (200) days may be borrowed by an employee in a ten (10) year employment period. The employee shall notify the Personnel Administrator in writing of his/her intent to borrow from the District's Sick Bank.

Employees who borrow days must repay the Sick Bank as described in the chart below:

<u>Balance of Days Owed</u>	<u>Repayment Amount</u>
1-5 days.....	1
5-10 days.....	2
11-30 days.....	3
31-50 days.....	4
51+ days.....	5

Repayment to the Bank will take place annually on July 1 of each year. Days reimbursed to the Sick Bank pursuant to the repayment provisions cited above will not be counted against an employee's Sick Bank days cap. Balances owed to the Sick Bank at the the conclusion of an employee's service to the School District will be forgiven.

Upon retirement or termination, no sick leave incentive will be paid to an employee with an outstanding Sick Bank debt.

An employee shall be eligible to borrow from the Sick Bank in the event of an extended illness. If the illness is not extended, then the employee must wait ten (10) consecutive work days before the employee shall be eligible to borrow from the Sick Bank. An extended illness is defined as a personal illness that prevents, or is expected to prevent, the employee from carrying out normal duties for ten (10) consecutive work days or more. Medical proof of the illness must be provided.

F. Sick Leave Incentive

Sick leave incentive provides for partial payment of unused sick leave upon:

1. Retirement from the New York State Employees' Retirement System
2. When a minimum of six (6) month's written notice is given to the District prior to the retirement.

Payment is based on the following formula:

Accumulated Sick Leave	x 50%	Highest 3 Year Final Average Salary	=	Maximum of
*2		Designated Work Year (in days) for the Position		\$7,000

*If Accumulated Sick Leave is equal to two hundred (200) days or more than the divisor, 2, shall be eliminated. If Accumulated Sick Leave is one hundred ninety-nine (199) days or less than the divisor, 2, shall remain.

Under no circumstances would sick leave incentive be applicable to a disability retirement. Payment under this plan shall be subject to approval of the plan by New York State Department of Audit and Control.

G. Short-Term Leave

Short-term leave is unpaid leave for absence of ten (10) days or less for personal business which cannot be conducted outside the school day or school year.

To be eligible for up to ten (10) days in a school year the supervisor must certify in writing to the Superintendent that appropriate coverage is available. The employee must apply in writing at least ten (10) days in advance certifying that:

1. The short-term leave could not be conducted outside the school day or school year.
2. The short-term leave will not result in a daily compensation rate higher than that of employment in the District.
3. A similar short-term leave will not be applied for within the next two (2) academic years next following the granting of a short-term leave.

Approval must be received by the District in writing prior to the leave.

In emergency situations the District shall be notified prior to the leave and written certification shall follow within one (1) day of the employee's return.

H. Long-Term Leave

Long-term leave is unpaid leave for more than ten (10) days and up to a maximum of twelve (12) calendar months for personal business which cannot be conducted outside the school day or school year.

All long-term leaves must terminate on February 1 or July 1. All employees on leave must notify the District ninety (90) days prior to the termination of the leave concerning their intention to return or not to return to the District.

To be eligible for long-term leave:

1. Written application must be made at least ninety (90) calendar days in advance.

2. The supervisor must certify that appropriate coverage is available, and
3. Board approval must be obtained prior to the leave.

I. Other Leaves

In addition to the above leaves the District may, at the discretion of the Board of Education, grant paid or unpaid leaves for short or long-term periods.

ARTICLE XVII - RETIREMENT

- A. The District will provide the Retirement Plan of the New York State Employees' Retirement System as required by law.

ARTICLE XVIII - SAFE AND FAITHFUL SERVICE INCENTIVE

- A. An incentive shall be paid for any employee who from July 1 through June 30 has no chargeable accidents or unsafe practices and fulfills the following conditions:

Total Sick Leave and Personal Leave Absence

three (3) days or less
one (1) day or less

Then the Employee Shall Receive

two (2) additional days' pay
three (3) additional days' pay

Bereavement and personal leave used to attend a funeral shall not be counted against an employee for the purpose of this Article.

Chargeable accidents, non-chargeable accidents, or unsafe practices shall be determined by the Safety Committee of this Agreement.

The District will make a good faith effort to pay the safe and faithful service incentive by September 1 in the year it was earned. (Example: Employee earns safe and faithful service award on July 30, 2012, good faith effort will be made to make the payment by September 1, 2012.)

ARTICLE XIX - SALARY

A. 2014-2015 Salary

For the period beginning July 1, 2014, and ending June 30, 2015, the hourly rate for "continuing employees" shall be increased by fifty cents (50¢) per hour. When used in this Article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, or any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

B. 2015-2016 Salary

For the period beginning July 1, 2015, and ending June 30, 2016, the hourly rate for "continuing employees" shall be increased by fifty cents (50¢) per hour. When used in this Article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, or any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

C. 2016-2017 Salary

For the period beginning July 1, 2016 and ending June 30, 2017, the hourly rate for "continuing employees" shall be increased by fifty cents (50¢) per hour. When used in this Article, "continuing employee" is defined as an employee who is in service during the previous year in the same job title. This would not apply to a newly hired employee or an employee who is assigned to a new job title after March 31, or any particular pay year. However, an employee who changes job titles after March 31 will receive the increase applicable to his job title prior to April 1.

- D. The District will not hire a maintenance or custodial employee at a compensation rate higher than a current bargaining unit member with commensurate years of experience in the Maine-Endwell Central School District. However, should the District have to make an exception to this principal and need to hire an employee who has special skills and abilities the District will meet and discuss the matter with the Association President prior to the appointment.

ARTICLE XX - VACATION

- A. The District shall provide the following vacation time for a full-time twelve (12) month employees:

<u>Completed Year of Continuous Service</u>	<u>Rate Earned Per Full Month of Employment</u>	<u>Maximum Vacation Days Per Year</u>
1	1.0	10
2	1.0	10
3	1.0	10
4	1.0	10
5	1.0	10
6	1.1	11
7	1.2	12
8	1.3	13
9	1.4	14
10	1.5	15
11	1.5	15
12	1.5	15
13	1.5	15
14	1.5	15
15 or more	2.0	20

- B. The District shall grant an additional five (5) days of vacation on the occasion of the anniversary of the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), and each five (5) year period thereafter, of an employees' completion of said years of continuous service. This additional five (5) days of vacation shall only be for the year granted and shall not be cumulative nor carried over to the succeeding year.
- C. The District shall allow bargaining unit members, as has been the practice, to apply for vacation. Members who have been granted vacation will be guaranteed their requested dates.
- D. Every effort will be made to grant preference in scheduling vacations, in order to do so vacation requests should be made as far in advance as possible.
- E. In the event of manpower shortages or unexpected events requiring increased manpower the denial of vacation requests may be necessitated. Should such an event occur, bargaining unit members will be notified that their vacation request has been denied.

- F. Bargaining unit members may request approval to use up to a maximum of two (2) weeks of earned vacation in a row from their immediate supervisor. Requests to use vacation in increments of three (3) weeks or longer are subject to approval by the Director of Auxiliary Services.
- G. Once every five (5) years, a bargaining unit member may request approval to schedule up to a maximum of four (4) weeks of vacation in a row in order to accommodate some special event. A reason for such a request may be required. (For accounting purposes, this shall be on rotating basis from the year the request is made.)
- H. Employees shall be allowed to carry over a maximum of ten (10) days vacation into a succeeding year.

ARTICLE XXI - PROTECTIVE GEAR

- A. The District shall provide protective gear by mutual agreement of the Parties. Such items shall be owned by the District.

ARTICLE XXII - STIPENDS FOR ADDITIONAL RESPONSIBILITIES

- A. There will be two (2) designated sign builders - paid five hundred dollars (\$500) per school year. There will be one (1) substitute sign builder - paid three hundred dollars (\$300) per year.
- B. The stipend for Automated Logic Coordinator will increase from two thousand dollars (\$2,000) to four thousand dollars (\$4,000). This stipend is granted for the performance of the routine monitoring of the Automated Logic System and does not include services rendered when the Automated Logic Coordinator is asked to participate in regular overtime work when there is an equipment failure such as burst pipes, boiler replacement, etc.

ARTICLE XXIII - LONGEVITY

Longevity is defined as continuous, unbroken service to the Maine-Endwell Central School District. Longevity credit will be applied to staff on their employment anniversary day following the completion of their required eligible years of service.

Longevity Eligibility Chart

Completed Continuous/Unbroken Service
(Cumulative)

Longevity Hourly Rate

Five (5) Years

Five Cents (5¢)

Ten (10) Years

Fifteen Cents (15¢)

Fifteen (15) Years

Thirty Cents (30¢)

The Longevity payments are not cumulative. The total longevity payment after fifteen (15) years will be thirty cents (30¢) per hour, not fifty cents (50¢) per hour.

The longevity adjustments found in the July 1, 2011 through June 30 2014 Collective Bargaining Agreement will remain in place until the conclusion of the 2014-2015 school year. Thereafter (on July 1, 2015), the new longevity schedule and payments (listed above) will be put into place and bargaining unit members will have their paychecks adjusted accordingly.

APPENDIX A

MEMORANDUM OF AGREEMENT - RETROACTIVE COMPENSATION FOR 2014-2015 HIRES

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between the Maine-Endwell Central School District (the "District") and the Maine-Endwell Maintenance & Custodial (the "Association"), collectively referred to herein as the Parties.

WHEREAS, the Parties have engaged in collective negotiations regarding the Salary Provisions of the July 1, 2014 through June 30, 2017 Collective Bargaining Agreement as they pertain to bargaining unit members William Hawley and Andrew Barton during the 2014-2015 school year; and

WHEREAS, the Parties have reached a resolution to this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the Parties stipulate and agree as follows:

1. The aforementioned individuals will not be entitled to the retroactive compensation due and payable to continuing employees as referenced in the July 1, 2014 through June 30, 2017 Collective Bargaining Agreement.

2. However, the aforementioned individuals will be entitled to have their 2014-2015 salaries recalculated and will be eligible to receive the forty cents (40¢) per hour increase negotiated in starting salaries for the 2014-2015 school year.

3. In addition to the forgoing, these individuals will receive a one-time addition to their salary of five hundred twenty-eight dollars and twenty-five cents (\$528.25), retroactive to July 1, 2014 to cover the increase cost of health insurance. This five hundred twenty-eight dollars and twenty-five cents (\$528.25) increase will become a permanent part of their compensation.

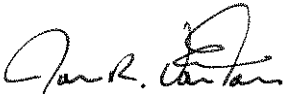
4. During the second and third year of the July 1, 2014 through June 30, 2017 Collective Bargaining Agreement these individuals will be eligible to receive the wage increases negotiated for continuing employees of the Maine-Endwell School District in accordance to the contract.

5. The Association has reviewed the contents of this Agreement and has approved the terms and conditions set forth herein.

6. This Agreement shall represent the full and complete Agreement between the Parties and can only be modified in writing by the Parties.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT




Jason Van Fossen
Superintendent of Schools

10-21-2015

Date

FOR THE ASSOCIATION



Andrew Ackley
Association President

10/26/15

Date

APPENDIX B

MEMORANDUM OF AGREEMENT - GRANDFATHERED RETIREE HEALTH INSURANCE

MEMORANDUM OF AGREEMENT

THIS IS AN AGREEMENT entered into by and between the Maine-Endwell Central School District (the "District") and the Maine-Endwell Maintenance & Custodial Association (the "Association"), collectively referred to herein as the Parties.

WHEREAS, the Parties have engaged in collective negotiations regarding the provisions of Article XIII, Insurances of their current Collective Bargaining Agreement; and

WHEREAS, the Parties have reached a resolution to this matter, were fully represented in such deliberations, and had all the terms and conditions herein contained thoroughly explained and fully understand the meaning thereof; and

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the Parties stipulate and agree as follows:

1. This Agreement is effective from the date of its execution.
2. This Agreement shall apply only to the following employees who retired or will retire during the 2014-2015 school year (a. below), 2015-2016 school year (b. below) and 2016-2017 school year (c. below);
 - a. Edward Zielewicz
 - b. any and all individuals retiring during the 2015-2016 school year,
 - c. any and all individuals retiring during the 2016-2017 school year.
3. The Parties agree the employees referenced in item #2 of this Agreement shall receive retiree health care benefits from the School District in accordance with the cost provision of this Agreement and not in accordance to the cost provisions of the successor Agreement negotiated subsequent to the expiration of the 2011-2014 Collective Bargaining Agreement. These rates will be frozen at a flat dollar amount for the duration of their retirement. The fixed flat dollar contribution amount applicable to the employees in Section 2a. will be either one thousand three hundred twenty-eight dollars (\$1,328) for a family plan or five hundred thirty dollars (\$530) for an individual plan. The fixed flat dollar contribution amount applicable to the employees in Section 2b. will be either one thousand six hundred forty-eight dollars (\$1,648) for a family plan or six hundred sixty-four dollars (\$664) for an individual plan. The fixed flat dollar contribution amount applicable to the employees in Section 2c. will be either one

thousand nine hundred fifty dollars (\$1,950) for a family plan or seven hundred seventy-five dollars (\$775) for an individual plan.

4. The Association has reviewed the contents of this Agreement and has approved the terms and conditions set forth herein.

5. This Agreement shall represent the full and complete agreement between the Parties and can only be modified in writing by the Parties.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT



Jason Van Fossen
Superintendent of Schools

10-21-2015

Date

FOR THE ASSOCIATION



Andrew Ackley
Association President

10/19/15

Date

APPENDIX C
HEALTH INSURANCE SIDE LETTER OF CLARIFICATION

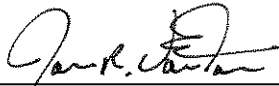
LETTER OF CLARIFICATION

The purpose of this letter is to provide clarification to the recent change made to the health insurance provisions of the Maine-Endwell Maintenance and Custodial Association contract. The Parties agree that upon the expiration of the 2014-2017 Collective Bargaining Agreement, if a successor Agreement is not entered into prior to July 1, 2017, that the contribution rate for Association members toward the annual health insurance premium shall be the lesser of either nine percent (9%) of the cost of a family plan or one thousand nine hundred fifty dollars (\$1950) and/or nine percent (9%) of the cost of an individual plan or seven hundred seventy-five dollars (\$775).

The Parties further agree that upon reaching a successor Collective Bargaining Agreement to the 2014-2017 contract the cap of one thousand nine hundred fifty dollars (\$1950) or seven hundred seventy-five dollars (\$775) shall sunset and be eliminated, and Maine-Endwell Maintenance and Custodial Association bargaining unit members shall pay a minimum of nine percent (9%) toward their annual health insurance premium.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and date written below.

FOR THE DISTRICT



Jason Van Fossen
Superintendent of Schools

10-21-2015

Date

FOR THE ASSOCIATION



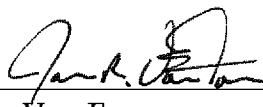
Andrew Ackley
Association President

10/19/15

Date

SIGNATURES

FOR THE MAINE-ENDWELL CENTRAL SCHOOL DISTRICT

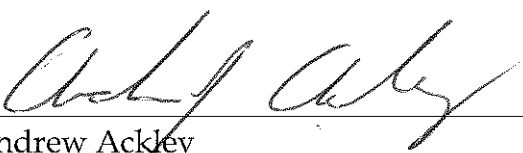


Jason Van Fossen
Superintendent of Schools

10-21-2015

Date

FOR THE MAINE-ENDWELL MAINTENANCE & CUSTODIAL ASSOCIATION

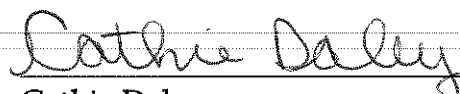


Andrew Ackley
Association President

10/19/15

Date

Appropriate Resolution under Section 204a of the Taylor Law Passed by Board of
Education on April 20, 2015.



Cathie Daley
Clerk, Board of Education

10-19-15

Date

